

## APPENDIX C - OTHER FORMS

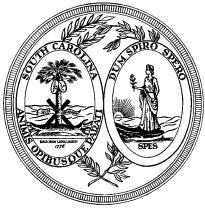
SE-311 .....	Request for Minor Construction Quotes
SE-331 .....	Quote Form
SE-350 .....	Questionnaire for Contractors
SE-370 .....	Notice of Intent to Award
SE-380 .....	Request for Authority to Execute a Construction Contract
SE-385 .....	Building Permit
SE-390 .....	Notice to Proceed
SE-405 .....	Substantial Completion Agreement
SE-420 .....	Construction Change Directive
SE-490 .....	Assessment of Contract Liquidated Damages
SE-495 .....	Contractor Performance Review
<del>SE-500 .....</del>	<del>South Carolina Construction Contract</del>
SE-550C.....	Request for Substantial Completion (Contractor)
SE-550A.....	Certificate of Substantial Completion (A/E)
SE-560C.....	Certificate of Final Completion by the Contractor
SE-590 .....	Certificate of Occupancy
SE-710 .....	Agreement for Gifts in the Form of Construction
SE-712 .....	Agreement for Gifts in the Form of A/E Services
SE-900 .....	Application for Permit to Develop in a Flood Hazard Area
SE-901 .....	Permit to Develop in a Flood Hazard Area

### SCBO Notes

*SF 254.....	Architect-Engineer and Related Services Questionnaire (Federal Standard Form 254)
*SF 255 .....	Architect-Engineer and Related Services Questionnaire for Specific Project (Federal Standard Form 255)
ACORD 25S.	Certificate of Insurance - sample completed form
ISO Endorsement CG 25 03.....	Amendment - Aggregate Limits of Insurance (Per Project)
OSE/MMO #102.....	Justification for Sole Source Procurement
OSE/MMO #103.....	Justification for Emergency Procurement

*\*These documents are not included in this manual; they may be purchased from the publisher.*





# SE-311

## Invitation for Minor Construction Quotes

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**SCBO NOTES 2, 4 and 5 APPLY TO THIS INVITATION FOR QUOTES**

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PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: - - - PROJECT LOCATION: \_\_\_\_\_

BID SECURITY REQUIRED? Yes ☐ No ☐PERFORMANCE BOND REQUIRED? Yes ☐ No ☐PAYMENT BOND REQUIRED? Yes ☐ No ☐ CONSTRUCTION COST RANGE: \_\_\_\_\_DESCRIPTION OF PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A/E NAME: \_\_\_\_\_ A/E CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_ Fax: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PLANS ON FILE AT: AGC: \_\_\_\_\_

DODGE: \_\_\_\_\_

OTHER: \_\_\_\_\_

PLANS MAY BE OBTAINED FROM: \_\_\_\_\_

PLAN DEPOSIT AMOUNT: \_\_\_\_\_ IS DEPOSIT REFUNDABLE? Yes ☐ No ☐PRE-QUOTE CONFERENCE? ☐ Yes ☐ No MANDATORY ATTENDANCE? ☐ Yes ☐ No

DATE: N/A TIME: N/A PLACE: N/A

AGENCY: \_\_\_\_\_

NAME AND TITLE OF AGENCY COORDINATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_ Fax: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

IFQ CLOSING DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

IFQ DELIVERY ADDRESSES:

HAND-DELIVERY:

MAIL SERVICE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency *MUST* check one) ☐ YES ☐ NO

APPROVED BY: \_\_\_\_\_

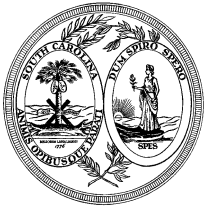
(State Engineer)

(Date)



SE-311





# SE-331 Quote Form

*Quotes shall be submitted only on SE-331*

QUOTE SUBMITTED BY:

(Offeror's Name)

QUOTE SUBMITTED TO:

(Agency Name)

FOR PROJECT:

(State Project Number)

(Project Name)

(Agency Project Number)

## OFFER

1. In response to the Form SE-311, *Request for Minor Construction Quotes*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **OFFEROR** proposes and agrees, if this Quote is accepted, to enter into a Contract with the **AGENCY** in the form included in the Solicitation Documents, and to perform all Work as specified or indicated in the Solicitation Documents, for the prices and within the time frames indicated in the Solicitation and in accordance with the other terms and conditions stated.

2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **OFFEROR** has submitted Bid Security as follows in the amount and form required by the Solicitation Documents:

☐ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check

*(OFFEROR check one, if Bid Security is required)*

3. **OFFEROR** acknowledges the receipt of the following Addenda to the Solicitation Documents and has incorporated the effects of said Addenda into its Quote:

### ADDENDUM No:

4. **OFFEROR** agrees that this Quote, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of \_\_\_\_\_ Days following the Quote Date, or for such longer period of time that **OFFEROR** may agree to in writing upon request of the **AGENCY**.

5. **OFFEROR** agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \_\_\_\_\_ for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted Contract Time for Substantial Completion, as provided in the Contract Documents.

6. **OFFEROR** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

### 6.1 BASE BID

(enter BASE BID in figures only)

### 6.2 ALTERNATE NO. 1

to be ADDED/DEDUCTED from BASE BID.

(circle one)

### 6.3 ALTERNATE NO. 2

to be ADDED/DEDUCTED from BASE BID.

(circle one)

FEIN/SSN:

SC Contractor's

License Number:

Address:

Telephone/Fax

E-mail:

This Quote is hereby submitted on behalf of the  
Offeror named above.

BY:

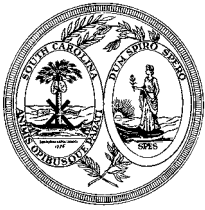
(Signature of Offeror's Representative)

(Print or Type Name of Offeror's Representative)

ITS:







## SE-350 Questionnaire for Contractors

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Pursuant to Section 11-35-1810 of the SC Code of Laws, as amended

Before posting a Notice to Intent to Award a Contract, the Agency Procurement Officer must be satisfied that the prospective Contractor is responsible. Responsibility of the Contractor shall be ascertained for each Contract let by the State based upon full disclosure to the Agency Procurement Officer concerning the prospective contractor's capacity to meet the terms of the Contract and based upon past record of performance for similar contracts.

If a Bidder who otherwise would have been awarded a Contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Agency Procurement Officer. A copy of the determination shall be sent promptly to the non-responsible Contractor and to the Office of State Engineer. The final determination shall be made part of the Agency's procurement file and shall not be disclosed outside of the offices of the Budget and Control Board, Attorney General, or Agency without the prior written consent of the Contractor.

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**PROJECT NUMBER:**       -       -       -

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**AGENCY NAME:** \_\_\_\_\_

**NAME OF AGENCY CONTACT:** \_\_\_\_\_

**AGENCY MAILING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**AGENCY PHONE NUMBER:** \_\_\_\_\_ **AGENCY FAX NUMBER:** \_\_\_\_\_

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### **INSTRUCTIONS TO CONTRACTOR**

This questionnaire, accompanied by any other information requested by the Agency, must be completed fully and returned to the Agency within **SEVEN (7) DAYS** from date of receipt by the Contractor by registered mail. The Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Incorrect or misleading statements in this questionnaire, or failure to supply complete and accurate information as requested by the Agency with respect to the Agency's determination of your responsibility as a potential Contractor to the State of South Carolina may be grounds for a determination of non-responsibility with respect to said Contractor.

### **INFORMATION REQUIRED**

1. Contractor's Name: \_\_\_\_\_

2. Contractor's Mailing Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Contractor's Designated Project Manager and/or Project Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Name of the Person to Contact Regarding Questions: \_\_\_\_\_

5. What is the name and license number of the designated employee registered with the South Carolina Contractor's Licensing Board? *(Indicate the name and license number of the organization's Qualifier.)* \_\_\_\_\_
6. List the name(s) of any organizations for which the designated employee registered with the South Carolina Contractor's Licensing Board (the Qualifier) has been the Qualifier in the last 5 years. \_\_\_\_\_  
\_\_\_\_\_
7. Is your organization registered as a Corporation with the South Carolina Secretary of State? \_\_\_\_\_  
If yes, provide the following information:  
Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_
- | <u>Officers</u> | <u>Name</u> | <u>Years in Position</u> |
|-----------------|-------------|--------------------------|
| President       | _____       | _____                    |
| Vice President  | _____       | _____                    |
| Secretary       | _____       | _____                    |
| Treasurer       | _____       | _____                    |
8. Is your organization registered as a Partnership with the South Carolina Secretary of State? \_\_\_\_\_  
If yes, provide the following information *(Attach additional sheets if required)*:  
Date Organized: \_\_\_\_\_ Type of Partnership: \_\_\_\_\_
- | <u>Name of General Partners</u> | <u>Telephone Number</u> | <u>Years as General Partner</u> |
|---------------------------------|-------------------------|---------------------------------|
| _____                           | _____                   | _____                           |
| _____                           | _____                   | _____                           |
| _____                           | _____                   | _____                           |
| _____                           | _____                   | _____                           |
9. Is your organization registered as a Sole Proprietorship with the South Carolina Secretary of State? \_\_\_\_\_  
If yes, how many years have you been in business? \_\_\_\_\_
10. Has your organization ever operated under other name(s)? \_\_\_\_\_  
If yes, provide previous name(s), number of years the company operated under the previous name(s) and the previous State license number(s). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Furnish copies of your most recent certified financial statements. *(If you do not have certified financial statements, a statement of condition from your CPA showing verifiable payables and receivables must be provided.)*
12. Give the name, address and phone number of your certified public accountant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Give the name, address and telephone number of your insurance company including the agent's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
14. Give the name, address and telephone number of your surety company: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
15. Give the name, address and telephone number of your surety company's Representative (Attorney-in-fact):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
16. What is your total bonding capacity? \_\_\_\_\_  
 What amount of your bonding capacity has been used as of the date of this bid? \_\_\_\_\_
17. List any other surety companies used in the last three (3) years with the name and phone number of the Representative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
18. How many applications for performance and payment bonds have you made in the last three (3) years? \_\_\_\_\_  
 How many of these applications were not approved? \_\_\_\_\_ Provide the reasons for the denials, if any.  
*(Attach additional sheets if required.)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
19. Have any claims been filed against you to any of your surety bond companies in the last five (5) years? \_\_\_\_\_  
 If yes, describe the nature of the claims and give the names of the surety companies, dates of each claim, identifying numbers of each claim, amounts of each claim, and the status of each claim. *(Attach additional sheets if required.)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
20. Has your organization ever been terminated on a contract for cause? \_\_\_\_\_ If yes, provide the name of the Owner, the date of the contract termination and describe the circumstances of the termination. *(Attach additional sheets if required.)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
21. Is your organization or any officer, director, partner, owner or qualifier currently suspended or debarred from doing federal, state or local government work for any reason? \_\_\_\_\_ If yes, name the individual and the reason for suspension or debarment. *(Attach additional sheets if required.)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

22. Provide the following information for **ALL** projects done by your firm **FOR THE STATE OF SOUTH CAROLINA** in the past five (5) years. (*Attach additional sheets if required.*)

a. Name and Address of Agency: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Name and Location of Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c. State Project Number: \_\_\_\_\_

d. Name, Address and Phone of A/E Firm: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Name of A/E's Project Manager: \_\_\_\_\_

f. Name of your Job Superintendent: \_\_\_\_\_

g. Contract Award Date: \_\_\_\_\_ Date of Final Completion: \_\_\_\_\_

h. Project reached Substantial Completion on time: Yes ☐ No ☐

If no, number of days late: \_\_\_\_\_ Explain \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

i. Project reached Final Completion on time: Yes ☐ No ☐

If no, number of days late: \_\_\_\_\_ Explain \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

j. Contract dispute or failure to complete contract to agency satisfaction: Yes ☐ No ☐

If yes, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

k. Amount of Initial Award: \_\_\_\_\_ Final Contract Value: \_\_\_\_\_

Explain Difference, if any: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

23. Provide the following information on projects done by your firm within the previous five (5) years for **Public Agencies or the Federal Government** which demonstrate your firm's expertise and the expertise of your proposed Project Manager and/or Project Superintendent in the work required by this contract. (*Attach additional sheets if required.*)

a. Name, Address and Telephone Number of Owner: \_\_\_\_\_

\_\_\_\_\_

b. Name and Location of Project: \_\_\_\_\_

\_\_\_\_\_

c. Name, Address and Telephone Number of A/E Firm: \_\_\_\_\_

\_\_\_\_\_

d. Name of A/E's Project Manager: \_\_\_\_\_

e. Name of your Job Superintendent: \_\_\_\_\_

f. Contract Award Date: \_\_\_\_\_ Date of Final Completion: \_\_\_\_\_

g. Project reached Substantial Completion on time: Yes ☐ No ☐

If no, number of days late: \_\_\_\_\_ Explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

h. Project reached Final Completion on time: Yes ☐ No ☐

If no, number of days late: \_\_\_\_\_ Explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

i. Contract dispute or failure to complete contract to agency satisfaction: Yes ☐ No ☐

If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

j. Amount of Initial Award: \_\_\_\_\_ Final Contract Value: \_\_\_\_\_

Explain Difference, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, the undersigned, do hereby declare that the foregoing statements are true and correct, as of the date indicated, and that those examining this document and any other information submitted in response to the request of the Agency have my permission to contact any or all of those parties listed in this questionnaire. I understand that this information is requested in furtherance of the Agency's obligation, under the South Carolina Consolidated Procurement Code, to evaluate and reach a determination of my responsibility as a prospective Contractor to the State of South Carolina. I hereby agree to waive any claim I have or may have against the State, the Agency, the A/E and their respective employees, and any individual named in the information submitted by me, arising out of or in connection with the administration, evaluation or recommendation of any bid.

### **CONTRACTOR'S INFORMATION**

\_\_\_\_\_  
*(Type or Print Name of Contractor)*

\_\_\_\_\_  
*(Type or Print Contractor's Address)*

\_\_\_\_\_  
*(Type or Print City and State)*

\_\_\_\_\_  
*(Phone)*

\_\_\_\_\_  
*(Type or Print Name of Signator)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

**FEDERAL EMPLOYER'S IDENTIFICATION NUMBER:**

*(OR SOCIAL SECURITY NUMBER)*

\_\_\_\_\_  
*(Type or Print)*

### **CONTRACTOR'S LICENSE CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

\_\_\_\_\_  
*(Classifications)*

\_\_\_\_\_  
*(Subclassifications)*

\_\_\_\_\_  
*(Limitations)*

\_\_\_\_\_  
*(S.C. Contractor's License Number)*



12/11/07

## SE-370 Notice of Intent to Award

AGENCY: \_\_\_\_\_  
(Agency Name)

PROJECT: \_\_\_\_\_  
(Project Number) (Project Name)

### **TO ALL BIDDERS:**

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

NAME OF BIDDER(S): \_\_\_\_\_

DATE BIDS WERE RECEIVED: \_\_\_\_\_

AMOUNT OF BASE BID: \$ \_\_\_\_\_

ALTERNATE(S) ACCEPTED: # \_\_\_\_\_ Total: \$ \_\_\_\_\_

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$ \_\_\_\_\_

Remarks: (In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **RIGHT TO PROTEST:**

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: [protest-ose@mmo.sc.gov](mailto:protest-ose@mmo.sc.gov).

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Awarding Authority)

\_\_\_\_\_  
(Date Posted)

\_\_\_\_\_  
(Print or Type Name of Awarding Authority)

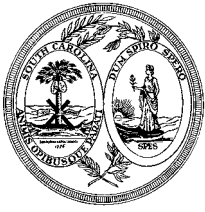
\_\_\_\_\_  
(Awarding Authority Title)

### **INSTRUCTIONS TO THE AGENCY:**

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.





**SE-380****Request for Authority to Execute a Construction Contract**

**AGENCY:** \_\_\_\_\_  
(Name)

**PROJECT:** \_\_\_\_\_  
(Number) (Name)

**CONTRACT DATES:**

**DATE BIDS OR QUOTES WERE RECEIVED:** \_\_\_\_\_

**DATE BID OR QUOTE EXPIRES (INCLUDING EXTENSIONS):** \_\_\_\_\_

**DATE NOTICE OF INTENT TO AWARD WAS POSTED:** \_\_\_\_\_

**AUTHORIZATION IS REQUESTED TO ENTER INTO A CONTRACT WITH:**

**NAME OF BIDDER:** \_\_\_\_\_

**TYPE OF CONTRACT (Check one)** ☐ **Single Project** ☐ **Indefinite Delivery**

**AMOUNT OF BASE** ☐ **BID** **OR** ☐ **QUOTE: (Check one)** \_\_\_\_\_

**ALTERNATE(S) ACCEPTED: Nos.** \_\_\_\_\_ **ALTs. TOTAL AMT.:** \_\_\_\_\_

**TOTAL OF BASE BID OR QUOTE PLUS ACCEPTED ALTERNATE(S):** \_\_\_\_\_

**AMOUNT OF MULTIPLIER FOR INDEFINITE DELIVERY CONTRACTS:** \_\_\_\_\_

**AGENCY CERTIFICATION:**

I hereby certify that the Agency has conducted this solicitation in accordance with the requirements of the SC Consolidated Procurement Code and the *Manual for Planning and Execution of State Permanent Improvements, Part II*, and that the proposed expenditure is within the authorized scope and budget for this Project. I further certify that the Agency has authorized, unencumbered funds available for obligation to this contract. I hereby request the approval of the State Engineer to execute the attached Contract for construction services in support of the above-named Project.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name) (Title)

**APPROVED BY:** \_\_\_\_\_  
(State Engineer) (Date)

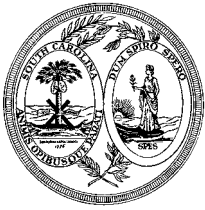
**INSTRUCTIONS TO THE AGENCY****For a Single Project Contract, submit the following:**

1. SE-380 (Original & 1 copy).
2. Copy of SE-330 (if sealed bid) or SE-331 (if quotes).
3. Copy of Bid Security, if required.
4. Copy of Bid Tabulation.
5. Copy of SE-370, as applicable.
6. Copy of proposed Contract, signed by Contractor, but NOT by the Agency.
7. Copy of SE-355, with Power of Attorney, if required.
8. Copy of SE-357, with Power of Attorney, if required.

**For an Indefinite Delivery Contract, submit the following:**

1. SE-380 (Original & 1 copy).
2. Copy of SE-330.
3. Copy of Bid Security, if required.
4. Copy of Bid Tabulation.
5. Copy of SE-370, as applicable.
6. Copy of proposed Contract, signed by Contractor, but NOT by the Agency.





# SE-385 Building Permit

AGENCY: \_\_\_\_\_  
(Name)

PROJECT: - - - \_\_\_\_\_  
(Number) (Name)

PERMIT NUMBER: (assigned by Approving Authority) \_\_\_\_\_

GOVERNING CODE AND EDITION: \_\_\_\_\_

OCCUPANCY CLASSIFICATION(S): \_\_\_\_\_

CONSTRUCTION TYPE: \_\_\_\_\_

PROJECT DESCRIPTION: (Reference the Construction Documents and provide a brief narrative) \_\_\_\_\_

SPECIAL INSPECTIONS: (List required Special Inspections) \_\_\_\_\_

**CONTRACTORS** (List licensed contractors performing the work)

NAME	TRADE	LICENSE No.	PHONE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**ARCHITECT/ENGINEER OF RECORD:**

NAME OF FIRM	CONTACT	LICENSE Nos.	PHONE
_____	_____	_____	_____

**AGENCY CERTIFICATION:**

I hereby certify that the work shown on the attached Construction Documents have been designed in accordance with the requirements of the *Manual for Planning and Execution of State Permanent Improvements, Part II*, and the building codes and standards referenced therein. If this permit is being issued under my signature, I further certify that project has been reviewed with the local Fire Marshal and the Regional State Fire Marshal, and their requirements have been incorporated.

This permit becomes valid when signed and dated below by the Agency (under certification) or the Office of State Engineer (above certification). A copy of this signed permit with attachments must be attached to the front of the official set of project plans that are located at the construction site, at the office of the inspection entity performing typical inspections, and at the Agency's facilities management office. This permit becomes null and void if construction is not commenced within 6 months after the execution date. It also becomes null and void if construction is suspended for a period of 6 months after work is commenced.

BY: \_\_\_\_\_  
(Signature of Agency Approving Authority) (Title)  
\_\_\_\_\_  
(Print or Type Name) DATE: \_\_\_\_\_

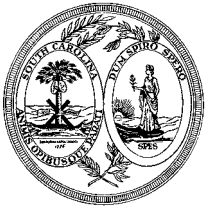
**APPROVED:**

(if not required, enter N/A) \_\_\_\_\_ (State Engineer) \_\_\_\_\_ (Date)

**INSTRUCTIONS:**

1. A/E shall submit 4 copies of the completed SE-385 to the Agency, with an attached list of all addenda, drawings and specifications.
2. If above Agency certification, Agency shall include all 4 copies of SE-385 with attachments to the SE-380 submittal package.
3. OSE will return the approved SE-380 and 3 signed and dated SE-385 permits with attachments to the Agency for distribution.





## SE-390 Notice to Proceed

**AGENCY:** \_\_\_\_\_  
(Name)

**PROJECT:** - - - \_\_\_\_\_  
(Number) (Name)

**TO:** \_\_\_\_\_  
(Contractor's Name)

**NOTICE:** You are hereby notified that your Contract for the subject Project has been executed by the Agency and that you are hereby given Notice To Proceed with the Work of the Project. A preconstruction meeting will be held on the date set below.

The Date of Commencement and Initial Contract Time are fixed below and shall be used in determining the initial dates for Substantial and Final Completion, for establishing the Contractor's entitlement to an Early Completion Award, if any, and for assessing Liquidated Damages, if any.

Failure to commence actual physical work on this Project within Fourteen (14) Days from the Date of Commencement will entitle the Agency to consider you in material breach of this Contract. In this event, the Agency may withdraw this Notice to Proceed and terminate the Contract in accordance with the Contract Documents.

**DATE OF NOTICE TO PROCEED:** \_\_\_\_\_

**DATE OF COMMENCEMENT:** \_\_\_\_\_  
(should be no less than 7 days after NTP)

**INITIAL CONTRACT TIME: (days)** \_\_\_\_\_

**INITIAL DATE FOR SUBSTANTIAL COMPLETION:** \_\_\_\_\_

**FINAL COMPLETION TIME: (days)** \_\_\_\_\_

**INITIAL DATE FOR FINAL COMPLETION:** \_\_\_\_\_

**DATE FOR PRECONSTRUCTION MEETING:** \_\_\_\_\_

An Early Completion Award in the amount of \_\_\_\_\_ per day will be paid in accordance with the Contract Documents.

Step One Liquidated Damages will be assessed in the amount of \_\_\_\_\_ per day in accordance with the Contract Documents.

Step Two Liquidated Damages will be assessed in the amount of \_\_\_\_\_ per day in accordance with the Contract Documents.

**BY:** \_\_\_\_\_  
(Signature of Agency Representative)

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name of Agency Representative)

\_\_\_\_\_  
(Title)

Instructions to Agency: Complete this form and send to the Contractor, with a copy sent to OSE.





**AGENCY:** \_\_\_\_\_

**PROJECT LOCATION:**

**Instructions:** The items checked below are required to be completed, operational and documented in order for the project to be declared Substantially Complete. If Partial Substantial Completion is anticipated, the sequence and portions of the project shall be identified and the selected items below will be required for each partial substantial completion area.

- ☐ a. Fire suppression system has been tested and is operational.
- ☐ b. Condensate lines and drains are as designed and operational.
- ☐ c. HVAC system has been tested and balanced.
- ☐ d. Fuel gases system inspected and in accord with regulations.
- ☐ e. Boiler systems tested and certified in accordance with regulations.
- ☐ f. Plumbing Systems
- ☐ g. Laboratory/medical gas systems tested and operational
- ☐ h. Other (*list*):  
\_\_\_\_\_  
\_\_\_\_\_

## SE-405 Substantial Completion Agreement

07/01 Edition

4. Certification from the Electrical Engineer of Record that:

- ☐ a. Electrical system has been tested and operates in accord with codes.
- ☐ b. Fire alarm system has been tested and operates in accord with codes.
- ☐ c. Smoke detection system has been tested and operates in accord with codes.
- ☐ d. Smoke evacuation system has been tested and is in accord with codes.
- ☐ e. All lights and switches, receptacles are functioning as designed.
- ☐ f. Emergency illumination is operational as designed.
- ☐ g. Other (*list*):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Construction Inspection Services

- ☐ a. Copies of all inspection reports are provided and corrections are documented as satisfactory.
- ☐ b. Building Official has provided Certificate or written approval of the project.
- ☐ c. Other (*list*):  
\_\_\_\_\_  
\_\_\_\_\_

6. Letter or Certificate of Approval from the local Fire Official.

- ☐ a. Fire protection services can be provided.
- ☐ b. Access for fire fighting equipment is acceptable.
- ☐ c. Fire extinguishers and their locations are acceptable.
- ☐ d. Exit paths are maintained clear and with little or no fire exposure.
- ☐ e. Other (*list*):  
\_\_\_\_\_  
\_\_\_\_\_

7. Certification from State Fire Marshal or Regional Deputy State Fire Marshal that:

- ☐ a. Sprinkler system test and inspection report is acceptable.
- ☐ b. Stand pipes are satisfactorily installed and operational.
- ☐ c. Range hood and fire suppression system is installed and operational.
- ☐ d. Other (*list*):  
\_\_\_\_\_  
\_\_\_\_\_

8. Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### ARTICLE 2 - A/E REQUIREMENTS

Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form. The Punch List of incomplete or unacceptable work may not include any fire and life safety items.

1. Contractor has furnished the final punch list as required by General Conditions

- ☐ a. Building egress and exit paths are clear of construction materials and equipment.
- ☐ b. All building systems are functional and correctly operating.
- ☐ c. Other (*list*):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## 2. Contractor has furnished the required Documents and Manuals:

- ☐ a. Field-record drawings with "as built" markings.
- ☐ b. Building systems operations and maintenance manuals
- ☐ c. Spare parts and extra materials stocks as per specifications.
- ☐ d. Other (list): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## 3. Other:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ARTICLE 3 - CONTRACTOR'S REQUIREMENTS**

In addition to the requirements of the Construction Documents, Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form.

## 1. Agency intends to occupy the facility as defined in the Contract and as follows:

- ☐ a. When facility is finally complete (one date).
- ☐ b. When identified portions of the facility are complete (multiple dates as attached).
- ☐ c. In Phases (as per Agency schedule attached).
- ☐ d. Other (list): \_\_\_\_\_
- \_\_\_\_\_

## 2. Sub-contractors have furnished the required Documents, Training and Manuals-

- ☐ a. Agency facility personnel have been trained as per specifications.
- ☐ b. Building system operations and maintenance manuals delivered to Contractor.
- ☐ c. Building keying is completed for delivery to Agency
- ☐ d. Other (list): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## 3. Consent of Surety to the:

- ☐ a. Release of Retainage
- ☐ b. Final Payment.

## 4. Other:

- ☐ a. This project requires a Certificate of Substantial Completion.
- ☐ b. Warranties begin on a date other than the Substantial Completion date(s) (Explain below.)
- ☐ c. Other (list): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

This agreement becomes part of the Contract for Construction by attachment to the Contract and Standard Supplementary Conditions governed by Paragraph 9.8. This agreement does not change the provisions of the Contract except to establish a mutual understanding of the terms and expectations of "Substantial Completion". The signing parties for the Agency, A/E and Contractor have authority to act on behalf of their organizations and in this capacity. This agreement is executed on the date indicated below: *(It is required that this form be attached to the Bid Documents and executed at the earliest opportunity or at the preconstruction conference. Consultants, subcontractors, code inspectors, and other parties who have interests in or are mentioned in this document should be so informed by receiving copies of the executed document.)*

BY: \_\_\_\_\_  
(Signature of Agency Representative)

\_\_\_\_\_  
(Name of Agency Representative)

BY: \_\_\_\_\_  
(Signature of A/E Representative)

\_\_\_\_\_  
(Name of A/E Representative)

BY: \_\_\_\_\_  
(Signature of Contractor Representative)

\_\_\_\_\_  
(Name of Contractor Representative)

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

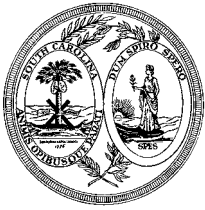
ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_





# SE-420 Construction Change Directive

AGENCY: \_\_\_\_\_  
(Name)

PROJECT: \_\_\_\_\_  
(Number) (Name)

**CHANGE DIRECTIVE NO.:** \_\_\_\_\_ When signed by the Agency, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the Contract: *(Reference attachments by name and date)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum is:

- ☐ A Lump Sum adjustment of: \_\_\_\_\_
- ☐ A Unit Price adjustment of: \_\_\_\_\_ per \_\_\_\_\_
- ☐ Actual costs as documented and approved per the Contract.
- ☐ Other method as provided below: *(Insert terms of the basis of adjustment or reference attachment by name and date)*
- \_\_\_\_\_  
☐ Unilateral determination by the A/E.  
☐ NO CHANGE

2. The proposed adjustment to the Contract Time is:

- ☐ NO CHANGE
- ☐ An increase of \_\_\_\_\_ calendar days.
- ☐ A decrease of \_\_\_\_\_ calendar days.

## **PREPARED BY:**

\_\_\_\_\_  
(Print or Type Name of A/E) (Signature) (Date)

## **WORK AUTHORIZED BY:**

\_\_\_\_\_  
(Print or Type Name of Agency) (Signature) (Date)

## **DIRECTIVE ACCEPTED BY:**

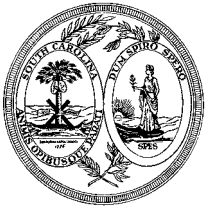
*Signature by the Contractor indicates the Contractor's full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.*

\_\_\_\_\_  
(Print or Type Name of Contractor) (Signature) (Date)

## **AGENCY INSTRUCTIONS:**

1. Submit one copy of approved SE-420 and supporting technical information to OSE.





# SE-490

## Assessment of Contract Liquidated Damages

AGENCY: \_\_\_\_\_  
(Name)

PROJECT: \_\_\_\_\_  
(Number) (Name)

In accordance with the Contract Documents for the Project, the Agency has assessed and is retaining Liquidated Damages in the amount shown below:

1. Date of Commencement: (Per SE-390) \_\_\_\_\_
2. Original Contract Time (days): (Per SE-390) \_\_\_\_\_
3. Days Added by Change Order: (Per SE-480) \_\_\_\_\_
4. Required Substantial Completion Date: (Per SE-480) \_\_\_\_\_
5. Date of Actual Substantial Completion: (Per SE-550A) \_\_\_\_\_
6. Difference (days): \_\_\_\_\_  
(Line 5 minus Line 4, in calendar days)
7. Step One Liquidated Damages, per diem: (Per SE-390) \_\_\_\_\_
8. Step One Liquidated Damages assessed: \_\_\_\_\_  
(Line 6 times Line 7)
9. Final Completion Time (days): (Per SE-390) \_\_\_\_\_
10. Required Final Completion Date: \_\_\_\_\_  
(Line 5 plus Line 9)
11. Date of Actual Final Completion: (Per SE-560C) \_\_\_\_\_
12. Difference (days): \_\_\_\_\_  
(Line 11 minus Line 10, in calendar days):
13. Step Two Liquidated Damages, per diem: (Per SE-390) \_\_\_\_\_
14. Step Two Liquidated Damages assessed: \_\_\_\_\_  
(Line 12 times Line 13)
15. TOTAL DOLLAR AMOUNT OF LIQUIDATED DAMAGES ASSESSED: \_\_\_\_\_

Comment: (Attach additional pages if necessary.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name of Contractor Representative/OPTIONAL) (Signature) (Date)

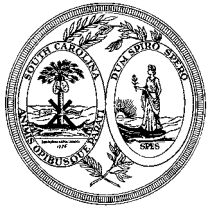
\_\_\_\_\_  
(Print or Type Name of A/E Representative) (Signature) (Date)

\_\_\_\_\_  
(Print or Type Name of Agency Representative) (Signature) (Date)

### INSTRUCTIONS TO THE AGENCY:

1. Submit a copy of the completed SE-490 to the OSE Project Manager
2. Mail a copy of the completed SE-490 to the A/E and Contractor.
3. Retain the original SE-490 in the Agency's procurement file.





# SE-495 Contractor/Subcontractor Performance Evaluation

**PROJECT INFORMATION**

Name \_\_\_\_\_  
Number \_\_\_\_\_  
Agency \_\_\_\_\_  
Building \_\_\_\_\_  
Project Type (see Code below) \_\_\_\_\_  
Original Award Amount \_\_\_\_\_  
Final Contract Amount \_\_\_\_\_  
Rating By \_\_\_\_\_  
Date of Rating \_\_\_\_\_

**CONTRACTOR INFORMATION**

Name \_\_\_\_\_  
FEIN/SSN \_\_\_\_\_  
Construction Mgr. \_\_\_\_\_  
**Listed Subcontractors**  
Structural \_\_\_\_\_  
Mechanical \_\_\_\_\_  
Plumbing \_\_\_\_\_  
Electrical \_\_\_\_\_  
Other (list) \_\_\_\_\_  
Other (list) \_\_\_\_\_  
Other (list) \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Category	Weight*	Rating	Max. Score	Score
Schedule				
Quality				
Cost				
Safety				
Relationship				
Communication				
Documentation				
<b>Total Contractor Score</b>	N/A	N/A		

**Construction Performance Rating****Value of Change Orders (\$)**

Note: Do not fill in shaded areas of this form. They will be filled automatically when data are entered into database.

\*Weight factors (1 thru 10) are assigned by Agency after discussion with Contractor---- Weight x Rating = Score

Rating Scale

4 = Excellent  
3 = Very Good  
2 = Satisfactory  
1 = Poor  
0 = Unacceptable

Total Performance Rating Key

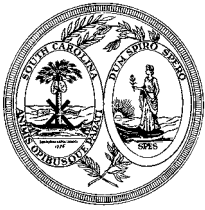
90 - 100% = Excellent  
70 - 89 % = Very Good  
40 - 69 % = Satisfactory  
< 40 % = Unacceptable

Project Type/Complexity

1 = Complex  
2 = Addition/Remodel  
3 = Major Engineering  
4 = Standard  
5 = Utilitarian  
6 = Remedial







# SE-550C CONTRACTOR'S REQUEST for CERTIFICATE of FULL or PARTIAL SUBSTANTIAL COMPLETION

AGENCY: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
(Number) (Name)

**PROJECT LOCATION:**

(enter building, floor or similar  
information to locate the Project)

*This is a two part form. The SE-550C is to be completed by the Contractor and delivered to the A/E or design professional. The SE-550A is to be completed by the A/E and submitted to the Agency for approval.*

**CERTIFICATION**

I hereby certify that ☐ Full or ☐ Partial Substantial Completion has been accomplished as defined in the Project Manual and in conformance with the requirements of the Contract and the *Manual for Planning and Execution of Permanent Improvement Projects-Part II*. This certification declares that:

- A. The work that remains to be completed after full or partial substantial completion is minor in scope and nature.
- B. The remaining work is not disruptive to the function of the facility occupants and is limited to minor items required to finalize the project. Examples are minor touch up paint, electrical device cover plates, hardware and window adjustments and minor repairs to finishes.
- C. The required Contractor's Punch List is attached. *(Failure to include incomplete work does not relieve the Contractor of the responsibility to complete or correct the Work.)*
- D. The other requirements of the Contract have been accomplished, to include delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start up activities.

**DATES**

**Date of Contractor's Completion of all Full or Partial Substantial Completion Work:** \_\_\_\_\_

*(list all Work incomplete through no fault of the Contractor below)*

**Date for Expected Punch-List Completion :** \_\_\_\_\_

*(Thirty calendar days after Substantial Completion unless noted otherwise)*

**SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH-LIST  
ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR CERTIFICATION DOES NOT CONFER APPROVAL TO OCCUPY THE FACILITY**

**CONTRACTOR** \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Contractor Representative) (Print or Type Name of Contractor Representative)

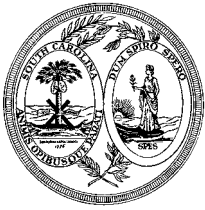
ITS: \_\_\_\_\_  
(Date)

**INSTRUCTIONS TO THE CONTRACTOR:**

Forward the completed SE-550C with all required attachments to the A/E, with copies to the Agency and to the OSE.

- ATTACHMENTS:**
- 1. Contractor's Punch-List.
  - 2. Acceptance letters by other agencies/entities having approval authority (water supply, waste water treatment, fire, and licensing etc.)
  - 3. Other attachments per Contract Documents



**SE-550A CERTIFICATE of FULL or PARTIAL  
SUBSTANTIAL COMPLETION**

AGENCY: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
(Number) (Name)**PROJECT LOCATION:**(enter building, floor or similar  
information to locate the Project)

This is a two part form. The SE-550C is to be completed by the Contractor and delivered to the A/E or design professional. The SE-550A is to be completed by the A/E and submitted to the Agency for approval.

**CERTIFICATION**

I hereby certify that ☐ Full or ☐ Partial Substantial Completion has been accomplished as defined in the Project Manual and in conformance with the requirements of the Contract and the *Manual for Planning and Execution of Permanent Improvement Projects-Part II*. This certification declares that:

- A. The work that remains to be completed after full or partial substantial completion is minor in scope and nature.  
B. The remaining work is not disruptive to the function of the facility occupants and is limited to minor items required to finalize the project. Examples are minor touch up paint, electrical device cover plates, hardware and window adjustments and minor repairs to finishes.  
C. The Contractor's SE-550C and all attachments thereto have been reviewed and any exceptions are noted.  
D. The composite A/E's Punch List is attached, with the status of each item noted.  
E. All other requirements of the Contract related to Substantial Completion have been accomplished, to include delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start up activities.

**DATE FOR FULL OR PARTIAL SUBSTANTIAL COMPLETION:**

(This is also the date for the commencement of warranties required by the Contract.)

(Date)

**SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH-LIST  
ITEMS OR EXPLANATIONS PARTIAL SUBSTANTIAL COMPLETION:**

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**A/E's CERTIFICATION DOES NOT CONFER APPROVAL TO OCCUPY THE FACILITY****A/E's CERTIFICATE**BY: \_\_\_\_\_  
(Signature of A/E Representative)

(Print or Type Name of A/E Representative)

ITS: \_\_\_\_\_

**AGENCY'S ACCEPTANCE**BY: \_\_\_\_\_  
(Signature of Agency Representative)

(Print or Type Name of Agency Representative)

ITS: \_\_\_\_\_

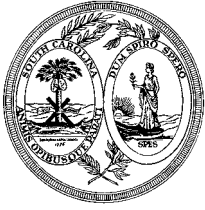
**INSTRUCTIONS TO THE A/E:**

- Forward Forms SE-550C & SE-550A with attachments to the Agency for review and approval.

**INSTRUCTIONS TO THE AGENCY:**

- Forward approved Forms SE-550C & SE-550A with attachments to the OSE.



**SE-560C CERTIFICATE of FINAL COMPLETION**

AGENCY: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
(Number) (Name)**PROJECT LOCATION:**(enter building, floor or similar  
information to locate the Project)**CONTRACTOR'S NOTIFICATION AND CERTIFICATION**

I hereby notify the A/E and the Agency that the Contract Work for the above Project is or will be fully completed on the date stated below. All items of punch-list and all items required by the Construction Documents have been completed and all Work is in conformance with the Contract Documents.. The Facility is or will be ready for FINAL INSPECTION and TESTING on the date stated.

**CONTRACTOR**BY: \_\_\_\_\_  
(Signature of Contractor Representative) (Print or Type Name of Contractor Representative)ITS: \_\_\_\_\_  
(Date of Final Completion)**A/E's CERTIFICATE AND AGENCY'S ACCEPTANCE OF FINAL COMPLETION**

The A/E and Agency agree that the Project is complete and the Final Inspection of the Project was acceptable. Final Completion of the Project is hereby declared to be effective on the date stated below.

**SPECIAL CONDITIONS OR STIPULATIONS CONCERNING FINAL COMPLETION**

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**THIS FORM DOES NOT CONFER PERMISSION TO OCCUPY THE FACILITY****A/E's CERTIFICATION**BY: \_\_\_\_\_  
(Signature of A/E Representative)

(Print or Type Name of A/E Representative)

ITS: \_\_\_\_\_

DATE OF FINAL COMPLETION \_\_\_\_\_

**AGENCY'S ACCEPTANCE**BY: \_\_\_\_\_  
(Signature of Agency Representative)

(Print or Type Name of Agency Representative)

ITS: \_\_\_\_\_

DATE OF ACCEPTANCE \_\_\_\_\_

**INSTRUCTIONS TO THE AGENCY:**

1. Forward a copy of the completed SE-560C and any attachments to the OSE.
2. Schedule with OSE and other authorities having jurisdiction for an Occupancy Permit Inspection





**AGENCY:** \_\_\_\_\_

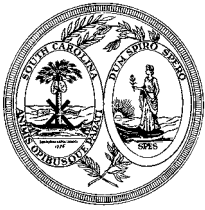
**Certificate of Occupancy Date:** \_\_\_\_\_

[illegible]

SE-590





**SE-710****Agreement for Gifts in the Form of Construction**

The \_\_\_\_\_  
(Name of Donor)

a \_\_\_\_\_  
(State whether an Eleemosynary Corporation, Corporation, Firm or Individual)

under the laws of South Carolina, desires to enter into an agreement with:

\_\_\_\_\_  
(Name of Agency)

\_\_\_\_\_  
(Address of Agency)

hereinafter called the Agency, to construct, erect or otherwise provide and donate to the Agency a:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Brief description of the proposed gift)

to be constructed on real property owned by the Agency and as further described and/or defined in the attached "Appendix A" containing Architectural/Engineering plans, specifications and other documentation to define the gift, hereinafter known as the Facility.

**Now, therefore,** in consideration of the mutual covenants contained herein and the payment of one dollar and other valuable consideration by Donor to Agency, receipt of which is hereby acknowledged, the parties hereto agree as follows:

**The Donor,** in donating the Facility to the Agency, agrees to the following:

**1.** The Donor shall enter into an agreement with an Architectural and/or Engineering firm, hereinafter known as A/E, to prepare all necessary plans and specifications, hereinafter called the Contract Documents, of the proposed Facility to assure proper construction and compliance with all codes, laws and regulations as required by the latest edition of the *Manual for Planning and Execution of State Permanent Improvements - Part II*, (OSE Manual) Chapter 5, as published by the Office of the State Engineer.

**2.** The A/E shall submit the Contract Documents to the Office of State Engineer for review and approval before starting construction. A/E shall obtain any approval as may be required by SC Laws or Regulations. A/E shall carry such insurance coverage as required by Agency.

**3.** Prior to commencement of any construction, the Agency and Donor shall agree upon a location for the Facility and the land area required for construction and related activity. Once this location has been agreed upon and prior to commencement of construction, the Donor or its agent shall fence off said area and shall confine all activity to within the area except access and egress to said area.

**4.** Donor or its designated agent shall arrange for and pay for all utilities, sewer, water, electrical, etc., necessary during construction.

**5.** The Donor shall give the Agency or its designated representative(s) and the Office of State Engineer unlimited access to the construction site during normal working hours. The Agency and the Office of State Engineer shall have full authority to determine that construction is in compliance with the Contract Documents and applicable codes and regulations.

6. The Donor, its agent, and/or its General Contractor shall purchase and maintain, for the life of the construction contract, Contractor's Liability Insurance and Property Insurance, in accordance with the OSE Manual. Donor and Contractor hereby assume any and all excess liability above that covered by the aforementioned insurance policies and hereby agrees to indemnify the State, its agencies and employees for any claims in excess of such insurance coverage. A Certificate of Insurance, in the form of an ACORD 25S Form, shall be filed with the Agency. The Agency shall be named as party to the certification.

7. Any guarantees or warranties issued by the Contractor(s) or Vendors that would normally pass to the Donor shall pass to the Agency.

8. Donor agrees to start construction no later than \_\_\_\_\_  
(Date)

and complete construction by \_\_\_\_\_  
(Date)

subject to adjustments in the schedule caused by material and vendor strikes, weather and other acts of God, and delays not the responsibility of the Donor, A/E or Contractor.

9. Prior to commencement of construction, Donor shall provide sufficient proof to the satisfaction of the Agency that sufficient funds in the form of cash or notes have been deposited in a banking institution and dedicated to this project to pay for all construction costs plus all other incidental expenses including A/E fees. Also, the Donor shall provide copies of all permits required before the start of construction including, but not limited to zoning and storm water management.

**The Agency**, in accepting the Facility from the Donor, agrees to the following:

1. Provide access to the Facility site;
2. Review plans and specifications prepared by the A/E in a timely manner;
3. Permanent connection of all utilities shall be by the Agency. Said point of connection shall be a previously agreed point and as shown in the contract documents.

At the time of acceptance, the Donor shall agree to hold the Agency, Office of State Engineer, State of South Carolina and its agents and employees harmless against any claims that may arise from the construction of the Facility, including any claims arising out of defects in workmanship. Donor and Contractor further agree to indemnify the State, its agents and employees from any claims or damages related to the construction of said project.

The parties hereby agree that no liabilities shall accrue against any of the parties to this project except as set forth herein. No amendment shall be made to this agreement except as done in writing and signed by the parties hereto.

The parties agree that this agreement creates specific contractual rights, the breach of which shall give rise to an action at law or equity pursuant to South Carolina law.

Agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_,

at \_\_\_\_\_, South Carolina.

\_\_\_\_\_  
(Print or Type Name of Donor's Representative)

\_\_\_\_\_  
(Print or Type Name of Agency Representative)

\_\_\_\_\_  
(Signature of Donor's Representative)

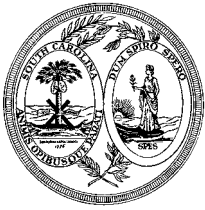
\_\_\_\_\_  
(Signature of Agency Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

#### INSTRUCTIONS TO THE AGENCY:

1. Submit to the OSE any agreements and/or letters of understanding that relate to or support this Agreement
2. Submit any documents that provide further information about the nature and location of the project construction.
3. Retain an original and copy of supporting information in the Agency's project file..



## SE-712

# Agreement for Gifts in the Form of A/E Services

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The \_\_\_\_\_  
(Name of Donor)

a \_\_\_\_\_  
(State whether an Eleemosynary Corporation, Corporation, Firm or Individual)

under the laws of South Carolina, desires to enter into an agreement with:

\_\_\_\_\_  
(Name of Agency)

\_\_\_\_\_  
(Address of Agency)

hereinafter called the Agency, to provide and donate to the Agency the following A/E services:

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(Brief description of the A/E services included in the gift)

And as further described and/or defined in the attached "Appendix A" containing other documentation the defines the gift, hereinafter know as the Services.

Now, therefore, in consideration of the mutual covenants contained herein , the parties hereto agree as follows:

The Donor, in donating the Facility to the Agency, agrees to the following:

1. The Donor, an Architectural and/or Engineering firm, hereinafter known as the A/E, shall prepare the necessary plans and specifications, hereinafter called the Contract Documents, of the proposed Facility. The A/E shall assure that the service deliverables fully comply with the latest edition of the "Manual for Planning and Execution of State Permanent Improvements, Part II, Chapter 5, as published by the Office of the State Engineer.

2. The A/E shall carry such insurance coverage as may be required by Agency.

3. The A/E agrees to start work no later than \_\_\_\_\_,  
(Date)

and complete the services by \_\_\_\_\_,  
(Date)

subject to adjustments in the schedule caused by acts of God, the Agency and any other delays not the responsibility of the A/E.

4. Prior to the commencement of preparation of the Construction Documents, the Agency and the A/E shall agree upon a location for the Facility and the land area required for construction and related activities.

5. The A/E shall submit the Construction Documents to the Office of State Engineer for review and approval before the Invitation for Construction Bids (SE-310) is advertised in South Carolina Business Opportunities (SCBO).

6. The A/E shall obtain any approvals as may be required by SC Laws or Regulations.

7. The A/E shall provide to the Agency copies of all permits that are required before the start of construction including, but not limited zoning and storm water management.

The Agency, in accepting the Proposal from the A/E, agrees to the following:

1. Provide access to the Facility site;
2. To locate all utilities at the project site. The point of connection before the exiting utilities shall be shown by the A/E on the Construction Documents;
3. To review Construction Documents prepared by the A/E in a timely manner.

At the time of acceptance, the A/E shall agree to hold the Agency, Office of State Engineer, State of South Carolina and its agents and employees harmless against any claims that may arise from the design of the Facility. This will include any errors and omissions claims arising out of defects in the Construction Documents. The A/E agrees to indemnify the State, its agents and employees from any claims or damages related to the design of the Facility.

The parties hereby agree that no liabilities shall accrue against any of the parties to this project except as set forth herein. No amendment shall be made to this agreement except as done in writing and signed by the parties hereto.

The parties agree that this agreement creates specific contractual rights, the breach of which shall give rise to an action at law or equity pursuant to South Carolina law.

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Agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_  
at \_\_\_\_\_ , South Carolina.

\_\_\_\_\_  
(Print or Type Name of Donor's Representative)

\_\_\_\_\_  
(Print or Type Name of Agency Representative)

\_\_\_\_\_  
(Signature of Donor's Representative)

\_\_\_\_\_  
(Signature of Agency Representative)

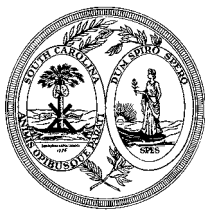
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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#### INSTRUCTIONS TO THE AGENCY:

1. Submit to the OSE any agreements and/or letters of understanding that relate to or support this Agreement
2. Submit any documents that provide further information about the nature and location of the project construction.
3. Retain an original and copy of supporting information in the Agencies project file..

**SE-900****Application for Permit to Develop in a Flood Hazard Area**

The undersigned hereby makes application for a permit to develop in a designated flood hazard area. The work to be performed is described below and in attachments hereto. (*Attach all information necessary to show compliance*). The undersigned agrees that all such work shall be done in accordance with the requirements of the *Governor's Executive Order on Floodplain Management, 44 CFR Parts 59-77* and with all other applicable local, state and federal regulations. All other required Federal and/or State permits/certifications are attached.

<b>State Project Name (If Applicable)</b>	<b>State Project Number (If Applicable)</b>
<b>Applicant's (Agency's) Name</b>	<b>A/E Name (If Applicable)</b>
<b>Site Address, Tax and Parcel Map Numbers</b>	<b>A/E Address</b>
<b>Applicant's Telephone Number</b>	<b>A/E Telephone Number</b>

**A. Description of Work:****1. Proposed Development Description**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> New Construction                | <input type="checkbox"/> Filling  |
| <input type="checkbox"/> Alteration or Repair            | <input type="checkbox"/> Grading  |
| <input type="checkbox"/> Manufactured or Modular Housing | <input type="checkbox"/> Dredging |
| <input type="checkbox"/> Other ( <i>Explain</i> ) _____  | <input type="checkbox"/> Logging  |

**2. Size and location of Development**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Type of Construction**

- |  |  |
|--|--|
| <input type="checkbox"/> New Residential     | <input type="checkbox"/> Renovation          |
| <input type="checkbox"/> New Non-Residential | <input type="checkbox"/> Accessory Structure |
| <input type="checkbox"/> Addition            | <input type="checkbox"/> Temporary           |
| <input type="checkbox"/> Improvement         |  |

**B. Non-Residential Construction****1. Flood Protection Method**

- |   |  |
|---|--|
| <input type="checkbox"/> Flood-proofing | <input type="checkbox"/> Other - <i>Attach</i> |
| <input type="checkbox"/> Elevation      | <i>Explanation</i>                             |

**2. Check appropriate certification required in Section E.****C. Alterations, Additions or Improvements to an existing structure**

1. What is the appraised value of the existing structure? \_\_\_\_\_
2. What is the cost of the proposed construction? \_\_\_\_\_

**NOTE:** If the cost of proposed construction, combined with construction completed within the previous three years, equals or exceeds 50% of the market value of the structure, then the substantial improvement requirements shall apply. Detailed value and cost information must be completed and returned to the OSE prior to the issuance of a permit.

**D. Flood Map and Elevation Information**

1. Community Number: \_\_\_\_\_
2. Panel Number: \_\_\_\_\_
3. Zone: \_\_\_\_\_
4. Base Flood Elevation at Site (ft. msl): \_\_\_\_\_
5. Required Lowest Floor Elevation (including Basement, if any) (ft. msl.): \_\_\_\_\_
6. If the structure is to be flood-proofed, the required flood-proofing elevation is (ft. msl.): \_\_\_\_\_
7. Elevation to which all attendant utilities, including all heating, duct work, and electrical equipment will be installed or flood-proofed (ft. msl.): \_\_\_\_\_

**E. Check all certifications that apply to this project and submit within the specified time frame(s).**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | 1. An as-built elevation certificate, certified by a registered land surveyor, submitted at the time of completion of the lowest floor, prior to any further vertical construction.                               |
| <input type="checkbox"/> | 2. A flood-proofing certificate, certified by a registered architect or professional engineer, submitted with this permit application.  |
| <input type="checkbox"/> | 3. For V-Zones Only: A breakaway wall certification certified by a registered architect or professional engineer, submitted with this permit application.   |
| <input type="checkbox"/> | 4. For V-Zones Only: A Certification on the superstructure and substructure design, submitted with this permit application.   |
| <input type="checkbox"/> | 5. The proposed development is located in an identified floodway and a No-Rise Certification, completed by a registered professional engineer, is submitted with this permit application.                         |
| <input type="checkbox"/> | 6. The proposed development includes an alteration of a watercourse and a Letter of Map Revision, issued by FEMA, is required. This documentation must be submitted within 6 months of completion of the project. |

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





<b>Permit Holder:</b> _____ _____ _____ _____ _____	<b>Permit Holder</b> _____ <b>Address:</b> _____ _____ _____ _____
<b>Permit Number:</b> _____  <b>State Project</b> <b>Number:</b> -        -        - _____	<b>Site Address,</b> _____ <b>Tax and</b> _____ <b>Parcel Map</b> _____ <b>Numbers</b> _____

## GENERAL CONDITIONS

- ### SPECIAL CONDITIONS

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

**SE-901**





## SCBO Notes

**Note 1:** Resumes from persons or firms interested in providing professional services for the following project shall be received by the Agency Coordinator until the deadline & at the address indicated below. To be considered for selection, persons or firms must be properly licensed, at the time of resume submission, in accordance with the requirements of Chapter 3, Title 40 of the SC Code of Laws, as amended. Resumes shall include a current Federal Standard Form 254 & 255 & shall include the offeror's response to the Selection Criteria listed below.

In accordance with Section 11-35-3215 A business responding to this invitation shall submit a certification with its response stating whether the business is a resident of South Carolina.

The Agency Selection Committee shall evaluate each of the persons or firms interviewed in view of their (a) past performance; (b) the ability of professional personnel; (c) demonstrated ability to meet time and budget requirements; (d) location and knowledge of locality of the project; (e) recent, current and projected work load of the person or firm; (f) creativity and insight related to the project; (g) related experience on similar projects; (h) volume of work awarded by the using agency to the person or firm during the previous five years, with the objective of effectuating an equitable distribution of contracts by the State among qualified firms including Minority Business Enterprises certified by the South Carolina Office of Small and Minority Business Assistance and firms that have not had previous state work; and (i) any other special qualification required pursuant to the solicitation of the using agency, in accordance with the South Carolina Consolidated Procurement Code and Regulations.

In accordance with SC Law Section 11-35-3245, no member of the design team selected for this project will be allowed to perform work as a contractor or subcontractor on this project.

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: [protest-ose@mmo.state.sc.us](mailto:protest-ose@mmo.state.sc.us).

**Note 2:** The Bidding Documents for this Project shall be a part of this Invitation for Construction Bids, the same as if incorporated herein. Bid Security & Performance & Labor & Material Payment Bonds shall be as stated in the Bidding Documents. Failure of the bidder to include proper bid security inside the sealed bid envelope will cause the bid to be non-responsive & not subject to correction. Contractors & Subcontractors shall be licensed at the time of bidding in accordance with the provisions of Chapter 11, Title 40, & applicable regulations of the SC Code of Laws. All questions & correspondence concerning this Invitation shall be addressed to the A/E listed.

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: [protest-ose@mmo.state.sc.us](mailto:protest-ose@mmo.state.sc.us).

**Note 3:** The Bidding Documents for this Project shall be a part of this Request for Construction Quotes, the same as if incorporated herein. Bid Security & Performance & Labor & Material Payment Bonds shall be as stated in the Bidding Documents. Contractors & Subcontractors shall be licensed at the time of bidding in accordance with the provisions of Chapter 11, Title 40, & applicable regulations of the SC Code of Laws. All questions & correspondence concerning this Request shall be addressed to the A/E listed.

**Note 4:** *South Carolina Business Opportunities (SCBO)* is the official state government publication for State of South Carolina solicitations authorized by the Office of General Services. Any information on State agency solicitations that is obtained from any other source is unofficial & any reliance placed on such information is at the bidder's sole risk & is without recourse under the South Carolina Consolidated Procurement Code. Prospective bidders or offerors are encouraged to contact the Materials Management Office for information on subscriptions to *SCBO*.

**Note 5: SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED".



# ACORD. CERTIFICATE OF LIABILITY INSURANCE

PAGE 1

DATE (MM/DD/YY)

ISSUE DATE

<b>PRODUCER</b> Name of Insurance Company Address Phone		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
<b>INSURED</b> Name of Contractor Address Phone		INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy Number	Date	Date	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE (Any one fire)	\$ 50,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 1,000,000
				PRODUCTS - COMP/OP AGG	\$ 1,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number	Date	Date	COMBINED SINGLE LIMIT (Ea. accident)	\$ 1,500,000
				BODILY INJURY (Per person)	\$ 750,000
				BODILY INJURY (Per accident)	\$ 750,000
				PROPERTY DAMAGE (Per accident)	\$ 750,000
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Date	Date	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E. L. EACH ACCIDENT \$ 100,000 E. L. DISEASE - EA EMPLOYEE \$ 100,000 E. L. DISEASE - POLICY LIMIT \$ 500,000	
<input type="checkbox"/> OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

State Project Name  
 State Project Number  
 Project Location

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Name of Agency/Owner Address		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <b>MUST BE SIGNED</b>

ACORD 25-S (7/97)

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**Note 1:** One of the indicated "per Project" statements must appear on this Certificate or, optionally, attach to this Certificate a form ISO CG 25 03 "Amendment--Aggregate Limits of Insurance (Per Project)", complete with the Contractor's Name, General Liability Policy Number, State Project Name and State Project Number.

**Note 2:** A policy with a CSL of \$1.5 million is strongly preferred, but a policy with limits of \$750,000 each for Bodily Injury (per person and per accident) and Property Damage is acceptable.

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT AGGREGATE LIMITS OF INSURANCE  
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

Name of Contractor \_\_\_\_\_

Commercial General Liability Insurance Policy Number \_\_\_\_\_

State Project Name \_\_\_\_\_

State Project Number \_\_\_\_\_



## **JUSTIFICATION FOR SOLE SOURCE PROCUREMENT**

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 11-35-1560 of the South Carolina Procurement Code and 19-445.2110 of the Rules and Regulations, 1976 South Carolina Code of Laws.

This governmental body proposes to procure: (1)

---

---

---

---

as a sole source procurement from: (2)

---

---

---

---

The basis for this sole source determination and the reason no other vendor is suitable is: (3)

---

---

---

---

---

---

---



---

DATE

---

GOVERNMENTAL BODY

---

AUTHORIZED SIGNATURE

---

TITLE

NOTES: (1) Enter description of goods or services to be procured.  
 (2) Enter name of sole source contractor.  
 (3) Enter the determination and basis for sole source procurement.

**THE DRUG FREE WORK PLACE ACT APPLIES TO ALL SOLE SOURCE  
 PROCUREMENTS OF \$50,000 OR GREATER.**





**JUSTIFICATION FOR EMERGENCY PROCUREMENT**

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 11-35-1570 of the South Carolina Procurement Code and 19-445.2110 of the Rules and Regulations, 1976 South Carolina Code of Laws.

This governmental body proposes to procure: (1) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as an emergency procurement from: (2) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The basis for this emergency determination is: (3) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The basis for selection of this particular vendor is: (4) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 GOVERNMENTAL BODY

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 TITLE

NOTES: (1) Enter description of goods or services to be procured.  
 (2) Enter name and address of contractor.  
 (3) Enter the basis for emergency procurement.  
 (4) Enter the basis for selection.

**THE DRUG FREE WORK PLACE ACT APPLIES TO ALL EMERGENCY  
 PROCUREMENTS OF \$50,000 OR GREATER.**

